



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

November 7, 2018

EWT Holding III Corporation D/B/A Evoqua Water Technologies LLC

Jennifer R. Miller

Vice President

2650 Tallevast Road

Sarasota, FL 34243

Dear Ms. Miller:

The Austin City Council approved the execution of a contract with your company for Calcium Nitrate Solution and Equipment in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Lydia Torres
Department Contact Email Address:	Lydia.torres@austintexas.gov
Department Contact Telephone:	512-972-0329
Project Name:	Calcium Nitrate Solution and Equipment
Contractor Name:	EWT Holding III Corporation D/B/A Evoqua Water Technologies LLC
Contract Number:	MA 2200 GA190000003
Contract Period:	November 8, 2018 – November 7, 2020
Dollar Amount	\$1,120,000
Extension Options:	3 x 12 (\$560,000 each option)
Requisition Number:	RQM 18011000195
Solicitation Type & Number:	IFB 2200 GLB1006
Agenda Item Number:	18
Council Approval Date:	November 1, 2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela
Procurement Specialist III
City of Austin
Purchasing Office

cc: Lydia Torres
Andy Ramirez
Soo Koon Soon

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
EWT Holding III Corporation D/B/A Evoqua Water Technologies LLC ("Contractor")
for
CALCIUM NITRATE SOLUTION AND EQUIPMENT
MA 2200 GA190000003**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between EWT Holding III Corporation D/B/A Evoqua Water Technologies LLC having offices at Sarasota, FL 34243 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200 GLB1006.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), 2200 GLB1006 including all documents incorporated by reference and subsequent clarifications
- 1.1.3 EWT Holding III Corporation D/B/A Evoqua Water Technologies LLC Offer, dated 7/31/18

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference and including subsequent clarifications
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3.

1.3 Term of Contract.

- 1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three additional twelve (12) month periods at the City's sole option.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,120,000 for the initial Contract term and \$560,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The project contacts were changed in the Supplemental Purchasing Provisions Section 0400 Paragraph 5N to the following:

Jason Recker, email Jason.Recker@austintexas.gov , phone 512-972-2064

Maninder Randhawa, email Maninder.Randhawa@austintexas.gov , phone 512-972-2083.

1.6.2 The Invoice email is sent to the project contacts listed in 1.6.1 and if mailed the address is the same except it is attn: to the project contacts in 1.6.1

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**EWT Holding III Corporation D/B/A
Evoqua Water Technologies LLC**

Jennifer R. Miller

Printed Name of Authorized Person



Signature

V.P. & G.M. - Municipal Services

Title:

11/07/2018

Date:

CITY OF AUSTIN

Georgia Billela

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

Date:

11/7/18

CITY OF AUSTIN



Printed Name of Authorized Person



Signature

Title: Procurement Supervisor

Date: 11-7-18



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 2200 GLB1006

DATE ISSUED: July 16, 2018

REQUISITION NO.: RQM 18011000195

COMMODITY CODE: 88540 & 93691

COMMODITY/SERVICE DESCRIPTION: Calcium Nitrate Soutlion and Equipment

PRE-BID CONFERENCE TIME AND DATE: July 25, 2018 @ 9:00 AM

LOCATION: Austin Water 2600 Webberville, 2nd Floor - Webberville Auditorium, Austin, Texas 78702

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Georgia Billela
Procurement Specialist III

Phone: (512) 974-2939

E-Mail: Georgia.billea@austintexas.gov

BID DUE PRIOR TO: Thursday, August 2, 2018 @ 2:00 PM

BID OPENING TIME AND DATE: August 2, 2018 @ 3:00 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB1006	Purchasing Office-Response Enclosed for Solicitation # GLB1006
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SPECIFICATION	7
ATT A	ATTACHMENT A LOCATION AND MAP	3
ATT B	ATTACHMENT B PICTURES OF SITES	14
ATT C	ATTACHMENT C CHEMICAL DELIVERY NOTICE	1
ATT D & E	ATTACHMENT D & E EXAMPLES	2
ATT F	ATTACHMENT F TRANSITION PLAN SAMPLE	8
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Evoqua Water Technologies LLC

Company Address: 2650 Tallevast Road

City, State, Zip: Sarasota, FL 34243

Federal Tax ID No. XX-XXXXXXX

Printed Name of Officer or Authorized Representative: Jennifer R. Miller

Title: V.P. & G.M.

Signature of Officer or Authorized Representative: 

Date: 7/31/18

Email Address: municipalservices@evoqua.com

Phone Number: 941-359-7930

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to georgia.billela@austintexas.gov no later than noon on the July 27, 2018.

2. **INSURANCE:**

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS FOR ALL FACILITIES:**
- A. Contractors may request a site visit through the authorized contact person to ensure delivery conditions are acceptable PRIOR to submitting a bid. Otherwise, the City will assume that the delivery conditions are acceptable to the Contractor submitting a bid.
 - B. If the Contractor changes the trucking company to one that is different than the one listed on the bid sheet, the Contractor must notify the Project Manager or designee, in writing, at least one week prior to any deliveries made by the new company.

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- C. Delivery drivers must be able to speak fluent English. This is vital prior to accepting a load because testing may take place. If compliance cannot be determined, the load may be rejected by the Project Manager or designee.
- D. The Contractor shall accept orders by phone/fax/email, on an "as needed" basis. The Project Manager or designee will contact the Contractor to place an order. It is the responsibility of the Contractor to ensure that there is calcium nitrate solution in each tank at all times. **Delivery shall be made within three (3) business days** after the order is placed. No partial shipment or backorders shall be allowed.
- E. A Chemical Delivery Notice – Attachment C shall be submitted to the Project Contact or designee, a minimum four (4) hours prior to delivery.
- F. Delivery shall be made Monday thru Friday (except on City observed holidays) between the hours of 7:00 a.m. and 2:00 p.m. If the Contractor makes a delivery on any day other than the scheduled delivery date, the City will not be charged demurrage for any delays encountered in unloading the truck. The Project Manager or designee will be present during all deliveries.
- G. After hours and weekend deliveries may be made with prior notification and approval by the Project Manager or designee or designee on an as needed basis. The Contractor shall be responsible for overtime and call back expenses resulting from spills or emergencies for deliveries conducted after hours and on weekends.
- H. The Contractor shall complete by 3:00 p.m. any transferring to the storage tank without demurrage of additional truck standing time charges.
- I. The Contractor may be required to deliver on holidays and weekends, as needed. Orders shall be made in full truckloads only. Deliveries will not be accepted at other times unless scheduled and approved by the Project Manager or designee.
- J. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- K. If a truck arrives to deliver on a Saturday, Sunday, holiday, or after 2:00 p.m. (City regular work day) without the prior approval from the Project Manager or designee, the City reserves the right to reject the delivery or the Contractor can decide that the truck will not be unloaded until normal City working hours.
- L. Delivery trucks must be equipped to unload the calcium nitrate solution into the existing tanks.
- M. Delivery Locations: See Attachment A
- N. Project Contacts**
- Project Manager
Thomas Corner – (512) 972-2045
Thomas.corner@austintexas.gov
- Norman Luther – (512) 972-2051
Norman.luther@austintexas.gov
- O. The Contractor shall provide the following documentation for each delivery: Failure to provide these documents on or before each delivery may constitute grounds for termination of the contract.
- A Safety Data Sheet (SDS)

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- Certificate of Analysis with the following information (See sample in Attachment D)

Product Description
Order #
Customer Order #
Customer Address
Concentration weight % solids
Density, lbs/gal
Viscosity, cp

- Bill of Lading (BOL) shall include the following (See sample in Attachment E).

BOL #		
Order #		
Date		
Truck #	Trailer #	
Gross Truck Weight		
TARE Truck Weight		
Net Truck Weight		
Gallons delivered		
Dry weight delivered		
STATION	GALLONS	DRY WEIGHT
Name	After (quantity)	Quantity
	Before (quantity)	Quantity
Delivered	Quantity	Quantity
Driver Name	Signature	
Receiver Name	Signature	

- P. The Contractor shall provide weight certificates from state certified scales. An individual certified scale receipt indicating the date, the tare and gross weight shall accompany the BOL for each delivered load.
- Q. The City reserves the right to collect a sample and perform tests within seven business days to determine product specification conformance. The sample shall be tested at the City's own laboratory or an independent pre-qualified laboratory. If it is determined the sample does not meet product specifications, the City shall adjust payment according to example in section 6.. The Contractor shall provide the City the ability to obtain samples on upon each delivery.

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- R. The Contractor shall be responsible for cleanup of any spillage or leakage during transportation and/or on the chemical storage and dosage site due to defective pumping and/or unloading equipment and/or negligence of the driver. The Contractor shall be responsible for offsite disposal of waste material resulting from spills or equipment failure. If the City has to hire a third party to clean up the spill, the costs for cleanup shall be the responsibility of the Contractor.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. The Contractor shall keep the Project Manager informed of all chemical deliveries in accordance with applicable specifications before each invoice and agree on the quantities prior to submitting the Payment Request to the City.
- B. Each Payment Request shall be submitted monthly for all chemical delivered in the preceding calendar month.
- C. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- D. The Contractor shall provide pricing in terms of price per gallon of chemical delivered. Charges, including freight, mobilization/demobilization, testing and reporting activities, optimization services, maintenance and inspection services, and repairs, shall be ***included in the per gallon bid price.***
- E. Invoices shall include a completed and signed Chemical Delivery Notice and certified scale receipt for each delivery.
- F. Payment for each delivery will be based on the quality of the calcium nitrate solution delivered in the shipment. If the certificate of analysis from a grab sample indicates the Nitrate Oxygen Content in the solution is below the minimum specified concentration by more than 5% (refer to 0500 specification 3.5), the City shall have the right to adjust the payment. For example:
- a. Certificate Analysis and Bill of Lading shows
- Nitrate Oxygen content is 2.4 lbs. per gallon.
- b. Sample Results
- Nitrate Oxygen content is 2.2 Lbs. per gallon
- c. Payment Request adjustment = $2.2/2.4 = 91.7$ percent. Therefore, the Contractor shall only be eligible for 91.7% (percent) of the total submitted.
- G. The Contractor shall be notified of the Payment Request adjustment and the Contractor shall have an opportunity to review the basis for the adjustment. There shall be no positive adjustment.
- H. If the Contractor disagrees, a third party lab will be retained to run the sample. If the result is closer to the City's result, the Contractor will pay for the analysis. If the result is closer to the Contractor's result, the City will pay for the analysis.

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SUPPLEMENTAL PURCHASE PROVISIONS**

- I. Invoices shall be emailed to Thomas.Corner@austintexas.gov by the 5th calendar day of each month. Upon the agreement of both sides on the content of the invoice, email a finalized invoice to Thomas.Corner@austintexas.gov and then mail the invoice to the below address:

	City of Austin
Department	Collection System Engineering
Attn:	Thomas Corner or Norman Luther
Address	2600 Webberville Rd
City, State Zip Code	Austin, Texas 78702

- J. Invoice shall include, but is not limited to, the following:
- Contractor's name, on a professionally pre-printed, sequentially numbered form
 - Contractor's address and phone number
 - City's contract number/purchase order number
 - Date of delivery
 - Location of delivery including facility name and asset ID number
 - Quantity delivered, if split load, indicate quantities (in gallons) delivered to each location
 - Itemized description, quantity (in gallons), and pricing for each delivery
 - Signed certified scale receipt for each delivery
 - Certificate of Analysis
 - Copy of Bill of Lading
 - Report associated with Monitoring and Optimization services, if applicable
- K. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **SAMPLES – EXACT REPLICA:**

- A. The Offeror with the lowest price will be requested to send an exact replica of the goods to be provided per specification section 3.0 upon request. This sample shall be provided within three (3) working days after request by the City. The sample shall be no less than 1 liter. The sample shall be accompanied by an SDS and a certificate of analysis. The certificate of analysis shall contain, at a minimum, percentage (%) available calcium hydroxide, percentage (%) solids, pH based on an ambient temperature, sieve test results of the dry product and percentage (%) insoluble matter of the dry product.

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- B. Send samples to the City at the following address:

	City of Austin
Department	Collection System Engineering
Attn:	Thomas Corner or Norman Luther
Address	2600 Webberville Rd
City, State Zip Code	Austin, Texas 78702

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. Samples will be evaluated or tested for compliance with the City specifications. Tests will be performed by the City's laboratory and will include percent soluble ion, percent free acid and percent insoluble matter.
- F. The City reserves the right to conduct sampling analysis during the bid process and throughout the contract period.

8. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The SDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:
<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

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- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
 - C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
 - D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
 - E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
 - F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.
10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2. Solicitation Instructions June 26, 2018](#).
11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**
- A. Access to Austin Water work sites by the Contractor, all subcontractors, and their employees will be strictly controlled at all times by the City. For this purpose the Contractor shall adhere to City security and badging requirements, including the clearance of criminal background checks, for all Contractor personnel entering Austin Water work sites.
 - B. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
 - C. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

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SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- E. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- F. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- G. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- H. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- I. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- J. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- K. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- L. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**CITY OF AUSTIN
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12. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: PCU325180325180	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Other basic inorganic chemical manufacturing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **CONTRACT CLOSE OUT & TRANSITION PLAN:**

- A. 90 days prior to the close of the contract and transition to a new Contractor, the Contractor shall work with Austin Water and the new Contractor to address the scheduling, equipment removals, service expectations, and transition to the newly awarded Contractor. The transition plan and schedule shall address any outstanding obligations and what steps will be taken to ensure that Austin Water is fully functional until the contract close out is complete. A template for the transition plan is detailed in **Attachment F-Transition Plan.**

- B. The Contractor shall not leave any equipment onsite after close of the contract.

14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lydia Rodriguez – Torres CTCM, Contract Management. Specialist III

512-972-0329

Lydia.Torres@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
SCOPE OF WORK
CALCIUM NITRATE SOLUTION AND EQUIPMENT
SOLICITATION NUMBER: IFB 2200 GLB1006

Version 1.2

1.0 PURPOSE

- 1.1 The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") who can provide calcium nitrate solution ("Calcium Nitrate"), feed systems and associated installation and maintenance services including all labor, materials, equipment, and supplies. Calcium Nitrate is used in removing hydrogen sulfide, thereby controlling odor and corrosion within wastewater collection system.

The Contract will support Austin Water (AW) 20 facilities as shown in Attachment A. The City reserves the right to add or delete sites or departments as deemed necessary.

Any services that have been omitted from this specification which are clearly necessary or in conformance with Calcium Nitrate, shall be considered a requirement although not directly specified or called for in this scope of work. Where there is conflict, these specifications will govern.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The Contractor shall ensure that the production, transportation, storage, and application of the Calcium Nitrate, complies with federal, state and local laws, regulations ordinances and AW guidelines for this type of chemical.
- 2.2 The Contractor shall Comply with:
- ASTM D-1998-93 Standard Specification for Polyethylene Upright Storage Tanks, Type 1 only
 - Environmental Protection Agency (EPA).
 - Texas Commission on Environmental Quality (TCEQ)
 - Occupational Safety and Health Administration (OSHA) safety requirements.
 - Federal Motor Carrier Safety Regulations, specifically 49CFR part 383.
 - National Electric Code standards. (NEC), NPFA 70
 - National Fire Protection Agency (NFPA), 820
 - Underwriters Laboratories Listed manufacturer of Enclosed Industrial Control Panels
- 2.3 Electrical components of the chemical feed systems shall be installed by Texas-licensed and bonded electricians/Contractors and meet the requirements of the following specifications which form a part of this specification:
- City of Austin Specification 16150 - Raceways, Fittings and Supports
 - City of Austin Specification 16200 – Wires, Conductor and Cable – 600V

3.0 MATERIALS REQUIREMENTS

- 3.1 The City currently operates 20 sites with Calcium Nitrate for odor control on generally smaller lift stations. The low hazard, non-reportable solution has proven effective in eliminating sulfide but excess nitrate can denitrify at the point of addition. This condition causes nitrogen gas to be liberated and promotes excess floatation of suspended solids, fats, oils and grease. The solid layer on the surface of a wet well can hinder the level controls and promote a sanitary sewer overflow. Accordingly, any nitrate product applied for odor control provided under this contract shall have the following characteristics:

CITY OF AUSTIN
SCOPE OF WORK
CALCIUM NITRATE SOLUTION AND EQUIPMENT
SOLICITATION NUMBER: IFB 2200 GLB1006

Version 1.2

- a) Shall contain an active ingredient to prevent denitrification at the point of addition. This active denitrification inhibitor in any nitrate product shall also:
- i. Be able to react and reduce FOG (fats, oils, and grease) at the point of addition.
 - ii. React and reduce dissolved sulfide at the point of addition.
- 3.2 The Calcium Nitrate that is provided under this contract shall have a proven track record and shall have been in use for a minimum of three years during which time there has been no evidence of matting (grease or debris layer > ½ inch in thickness) in lift station wet wells where chemical has been injected upstream or into wet well.
- 3.3 The Contractor of the Calcium Nitrate shall be recognized and established a minimum of three years in the field of wastewater odor control. The Contractor shall **include with the bid submittal**, three current municipal wastewater references who utilize the Calcium Nitrate the Contractor is proposing with this bid. The references shall contain contact names, phone numbers, email addresses, and physical addresses. At least one reference must have used the material and services for three or more years. Also, at least one reference must be from utilities providing wastewater service to 100,000 customers or more. This list (Section 0700) shall be submitted with the bid
- 3.4 The City reserves the right to perform a trial and pilot testing on any Calcium Nitrate if there are questions regarding the history or effectiveness of the denitrification compounds.
- 3.5 The Contractor shall supply Calcium Nitrate delivered to each designated chemical feed site conforming to the following specifications:

	Minimum	Maximum
Solids, Percent %	50	60
Specific Gravity	1.32	1.44
Density lb/gal at 20° C	11.01	12.01
pH	8.0	10.0
Nitrate Oxygen Content lbs/gal	2.4	2.9
Solubility in water	100 %	

- 3.6 The Calcium Nitrate shall be of the consistency where it will pump, flow, and mix with wastewater. It shall be clean and free from dirt, wood, rock and plastic matter that could cause pump, pipe, hose or fitting problems. If product delivery trucks are used to carry materials other than calcium nitrate the tank shall be washed to remove material and residue prior to loading with Calcium Nitrate.

4.0 **EQUIPMENT REQUIREMENTS**

The chemical feed system key components are listed below with requirements in the following sections:

- Storage Tank (owned and if needed, will be provided by City)
- Chemical Feed Pumps
- Chemical Fill/Feed Piping
- Control Panel and Accessories
- Tank Level indicator and remote monitoring

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4.1 Calcium Nitrate Storage Tanks

- 4.1.1 Storage tanks will be provided by the City of Austin and the Contractor shall be responsible for modifying the tank to incorporate the tank level indicators.
- 4.1.2 When requested, the Contractor shall provide recommendations on the size of the chemical storage tank at each location to meet the treatments goals for the site.
- 4.1.3 The Contractor shall properly label the storage tanks in compliance with current federal, state and local requirements. The Contractor shall not transport or deliver chemical into any tank or vessel which is not properly labelled.

4.2 Chemical Feed Pumps

- 4.2.1 The Contractor shall provide two (2) chemical metering peristaltic type pumps per injection site. The pumps shall be capable of pumping Calcium Nitrate under all operating conditions at the desired dosages.
- 4.2.2 The pump shall be sized by the Contractor and be capable of continuous and intermittent operation and allow volume adjustments to meet the minimum and maximum chemical dosing requirements for the intended wastewater flow.
- 4.2.3 ~~The pump shall be capable of being run locally with a scheduler running twenty four (24) set points per day seven (7) distinct days.~~ At a minimum, the pump shall run locally with a scheduler, be capable to start dosing when the lift station pumps start and stop and be capable of dosing at an average feed rate for 24 hours.

4.3 Chemical Fill/Feed Piping

- 4.3.1 Chemical feed piping, shall be schedule 80 PVC piping or other approved material suitable for above ground installation and be compatible with Calcium Nitrate.
- 4.3.2 Fittings, valves and seals shall be compatible with calcium nitrate in the regular operation, maintenance and cleaning of the chemical feed system.
- 4.3.3 PVC pipe shall be protected from UV exposure.

4.4 Control Panel and Accessories

- 4.4.1 Control Panel shall be an Underwriters Laboratories Listed manufacturer of Enclosed Industrial Control Panels.
- 4.4.2 Control System and Accessories shall contain the following components at a minimum in one or more control panels as necessary:
 - Main Power Disconnect
 - Programmable Logic Controller (PLC) scheduler for the feed pump running twenty four (24) set points per day seven (7) distinct days
 - Pump H/O/A Selector Switch
 - Mixer ON/OFF Selector Switch
 - Tank level indicator (level of amount of chemical in the tank)

4.5 Tank Level Indicator and Remote Monitoring of chemical feed sites

- 4.5.1 The Contractor shall provide continuous ultrasonic level or pressure indicator, telemetry and associated accessories to allow for remote web based monitoring of tank level.
- 4.5.2 Remote monitoring shall be web accessible, secure, password protected, to allow the Contractor and City staff to monitor the level in the tank for each site.

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- 4.5.3 The chemical feed tanks will be incorporated with flanges to allow for the installation of this ultrasonic level indicator by the Contractor.

5.0 HYDROGEN SULFIDE (H₂S) REMOTE MONITORING

- 5.1 The Contractor shall provide continuous remote hydrogen sulfide (H₂S) monitoring in the downstream manhole of chemical deliveries for the selected chemical feed site requested by the City. Item includes installation, calibration, telemetry, and associated accessories to allow for remote web based monitoring of hydrogen sulfide (H₂S) levels.
- 5.2 Hydrogen sulfide (H₂S) monitoring devices shall be installed in accordance with the manufacturer's written instructions and calibrated within the designated timeframes
- 5.3 Remote monitoring shall be web accessible, secure, and password protected to allow the Contractor and City staff to monitor hydrogen sulfide (H₂S) in the downstream manhole for each selected site.

6.0 REMOTE MONITORING AND CONTROL

- 6.1 The Contractor shall provide an advanced Web based remote monitoring and control feed system on sites designated by the City that has the following capabilities:
- Display status, usage rates, and settings.
 - Allow remote changes to dosing set-points
 - Allow remote pump operation (on/off and feed rate setting)
 - Set high, low and critical low level alarms
 - Alert users via email on alarm events
 - Ability to program different flow settings
- 6.2 The Contractor shall provide technical support to the City for the remote monitoring and control system including training and programming necessary for operation.
- 6.3 Remote monitoring and control shall be web accessible, secure, and password protected to allow the Contractor and City staff to monitor and control the chemical feed pumps at each selected site

7.0 CONTRACTOR AND OPERATIONAL REQUIREMENTS

- 7.1 The Contractor shall provide all labor, chemical, chemical metering pumps, tubing, control panels and accessories necessary to supply calcium nitrate chemical at the sites owned and operated by the City.
- 7.2 The Contractor shall select and determine the appropriate chemical metering pumps, control, and accessories necessary to properly feed chemicals to match site and system conditions.
- 7.3 The Contractor shall perform routine maintenance services for all chemical metering sites, as needed, to maintain proper feeding of chemical and at a minimum when chemical is delivered to the site. Routine and preventative maintenance shall include:
- Checking operation of equipment and verifying equipment operation, as necessary
 - Restoring or replacing any defective or non-performing equipment
 - Control system alarms and diagnostic problems
 - Pump profiling/calibration
 - Adjustments to feed rates
 - Monitoring of wet well for product feed problems that may cause interference with operation and maintenance of equipment in the wet well.

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- 7.4 With the exception of the chemical tanks, repairs and replacements of the components in chemical metering pumps, including the pumps themselves, is considered as part of the base bid and shall not be applicable for any additional payment.
- 7.5 The Contractor shall provide qualified and trained personnel with relevant field experience to supply chemical, operate, maintain, inspect, and be responsible for the safe, clean delivery of chemical for each chemical feed location.
- 7.6 The Contractor shall be responsive to the needs and operational concerns of the City. Flow rates and pump profiles may be modified in response to changes in wastewater flows, characteristics, changes to hydrogen sulfide monitoring, or odor complaints.
- 7.7 The Contractor shall respond to emergencies and chemical spills immediately upon discovery or within four (4) hours from notification by the City. The Contractor is responsible for immediately notifying the City of a chemical spill. These notification requirements and emergency contact information shall be incorporated into the Contractor's Spill Response Plan. The Contractor shall provide parts and components for repairs or performance issues.
- 7.8 The Contractor shall have a distribution terminal within 200 miles of the location from which the Calcium Nitrate can be shipped. The Contractor shall also have an alternate distribution terminal available in the case the primary one is not available.
- 7.9 The Contractor shall have an established Service Center within 100 miles radius of the Austin State Capital in order to respond to any emergency within four (4) hours from notification.
- 7.10 City's Contact Person / Project Manager:
Austin Water, Collection System Engineering
Thomas Corner, Odor and Corrosion Control Engineer
2600 Webberville Road
Austin, TX 78702
Thomas.corner@austintexas.gov
(512) 972-2045 – office
(512) 972-2068 – fax
- 7.11 The Contractor shall contact the Project Manager or designee to schedule a kick-off meeting within five (5) calendar days after award of the contract to discuss this contract, delivery schedule, and requirements.
- 7.12 Chemical Monitoring:
7.12.1 The Contractor shall have an inventory control program to monitor tank levels to insure that chemical dosage is not impacted due to lack to delivery. The Contractor shall monitor the tank levels on routine basis and coordinate with the Contact Person or designee for orders.
7.12.2 When requested, the Contractor shall provide to the Contact Person or designee weight certificates from scales, within 24 hours, which are checked periodically by the State of Texas. The Contact Person or designee reserves the right to have the trucks weighed by certified City scales.

8.0 CONTRACTOR OPTIMIZATION SERVICES

- 8.1 The Contractor's chemical feed system shall help optimize the feed rates to meet the treatment goals. The City's target performance goals as measured in the downstream manhole are:
- Atmospheric hydrogen sulfide (H₂S) gases less than 5 ppm

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- Dissolved sulfides in the wastewater less than 0.1 mg/L S₂- solution
- Residual nitrate in the wastewater less than 2.0 mg/L
- ❖ ***It is noted that each site is unique and that there are some instances when these goals are be set higher or lower by the City.***

- 8.2 The Contractor shall make minor adjustments to chemical feed rates based upon seasonal temperatures and historic data to make efficient use of the chemical budget. Any adjustments needed greater than 10% will require review and approval of the City.
- 8.3 The Contractor shall provide chemical feed monitoring and optimization services for the chemical feed dosing system when requested by the Contact Person or designee. The Contractor shall perform the monitoring services including a written report to the City. The services involved include:
- 8.3.1 Provide Odalog atmospheric H₂S data and liquid phase testing (for a minimum 7 consecutive days) at the selected dosing system control point.
- 8.3.2 The data collected shall include the following:
- Atmospheric Hydrogen Sulfide (grab samples)
 - Atmospheric Hydrogen Sulfide (monitors with data logging capabilities)
 - Dissolved Hydrogen Sulfide (S₂-) in wastewater
 - Nitrogen Residual in wastewater
- 8.3.3 Wastewater pH and Temperature Provide a written report documenting the results of the liquid phase and vapor phase monitoring, including observations from the testing.
- 8.3.4 Consult with the Contact Person or designee and provide recommendations on adjustments to current feed rates

9.0 **SAFETY**

- 9.1 The Contractor shall follow all applicable OSHA (Occupational and Safety Health Administration) rules for all tasks performed during this contract. The Contractor shall also follow industry standard safety procedures and other safety practices for all work performed under this contract. The Contractor shall be responsible for the safety of their employees and any subcontractors at all times. In addition, the Contractor and any subcontractors shall provide a safe environment for the driving public and citizens during the Contractor's activities.
- 9.2 The Contractor shall prepare a Health and Safety Plan and Spill Response Plan. Both Plans shall be provide at the contract kickoff meeting. The City will not accept any liability or release the Contractor from any safety responsibilities. The Contractor is responsible for adherence to their Health and Safety Plan throughout the life of the contract.
- 9.3 The Contractor shall provide at contract kickoff meeting and on date of each delivery the "Safety Data Sheet" ("SDS") as required under Texas Health & Safety Code, Sec. 502.006, as amended. The Contractor shall send on or before the date of each delivery of the hazardous material, an electronic version of the most current "Safety Data Sheet" meeting the requirements set forth in Sec. 502.006, Texas Health & Safety Code. Each SDS provided shall bear the date when it was last revised. SDS sheets shall be sent to the following City email address: awumsds@austintexas.gov .
- 9.4 The Contractor shall be responsible for informing the Contractor's employees and sub-Contractor personnel of the City's policies and requirements with regard to safety and access.
- 9.5 The Contractor will be responsible for property damage or interruption to wastewater services resulting from the activities of Contractor's employees or sub-Contractor employees.

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- 9.6 Tobacco use is not permitted while on Austin Water Utility property. Tobacco includes cigarettes, cigars, chewing tobacco, snuff, pipes, and electronic cigarettes. The Contractor shall be responsible for informing the Contractor's employees and sub-Contractors of this policy.

10.0 CITY RESPONSIBILITIES

- 10.1 The City will provide at the dosing site:
- A 120 volt, 20 amp electrical service and or 480V, 3 phase, 60Hz or 230 volt of power source with a local disconnect at each feed location.
 - A pad and chemical feed tank suitable for the tank and dosing system. It is noted that the existing chemical feed tanks rest on sand or concrete pads.
 - Access to the site via a bulk tanker truck
- 10.2 The City reserves the right to test the Contractor's product prior to executing contract award or any time during the contract period.
- 10.3 The City reserves the right to split deliveries between two or more locations, at no additional cost to the City.

11.0 SECURITY

- 11.1 Due to developments in national security, AW is required to know who is delivering bulk chemicals and needs to ensure orders are accurate. The Contractor shall FAX a completed "Chemical Delivery Notice" Attachment C to the Contact Person or designee within 4 business hours prior to dispatching driver for delivery. The driver shall provide a photo ID (any state) to the Contact Person or designee, no exceptions.
- 11.2 Transportation of Hazardous Material to a City location shall be in compliance with the Federal Motor Carrier Safety Regulations, specifically 49CFR part 383 which governs commercial driver license standards requirements and penalties. In accordance with this regulation, delivery driver shall present to Plant staff a Class C CDL with an H or an X endorsement at the time of delivery.
- 11.3 Hazardous Material is defined under 49 CFR part 383.5 as: Any material that has been designated as hazardous referencing 49 U.S.C. 5103 and is required to be placarded under subpart F of 49 CFR Subpart F, Part 172 or any quantity of a material listed as a select agent or toxin in 42 CFR part 73

ATTACHMENT A

Current Chemical Feed Sites and Historic Feed Rates

Existing Chemical Feed Sites and Historic Feed Rates are shown below. Historical feed data is provided for informational purposes only. The Contractor is responsible for sizing equipment and optimizing the feed rate to meet the treatment goals in **Section 8.1** of the specifications.

Facility Name	Asset ID	Address	Historical Feed Data		
			Gallons per Day		
			Max.	Min.	Avg
Southland Oaks	LS-088	2600 Frate Barker Rd Austin TX 78748	50	21	34
Walnut Creek Business Park	LS-069	9013 Wall Street Austin TX 78754	40	20	41
Davenport Golf Course LS	LS-144	4408 Long Champ Dr Austin TX 78746	25	22	30
Daffen Ln	LS-130	7601 Daffan Lane Austin TX 78724	40	10	23
Coomer Path	LS-162	13619 Coomer Path Pflugerville TX 78660	40	17	29
Brittlyn's Court	LS-146	5711 ½ Brittlyns Court Austin TX 78730	20	10	16
River Place Point #1	LS-142	6500 River Place Blvd Austin TX 78730	20	10	13
River Place Point #2	LS-141	6500 River Place Blvd Austin TX 78730	20	10	13
Taylor Slough	LS-007	2530 ½ Scenic Dr Austin TX 78703	25	15	25
Springlake #2	LS-140	9000 Spring Lake Dr Austin TX 78750	25	4	14
Cinnabar Trail	LS-097	9601 ½ Cinnabar Trl Austin TX 78726	30	3	7
Pearce Lane #1	LS-145	13321 ½ Pearce Ln Del Valle TX 78617	60	20	37
Pearce Lane #2	LS-145	13321 ½ Pearce Ln Del Valle TX 78617	60	20	22
Old Lampasas	LS-063	9000 Old Lampasas Trl Austin TX 78750	50	30	33
Four Points I	LS-056	8156 Tahoe Parke Circle Austin TX 78726	30	25	29

ATTACHMENT A

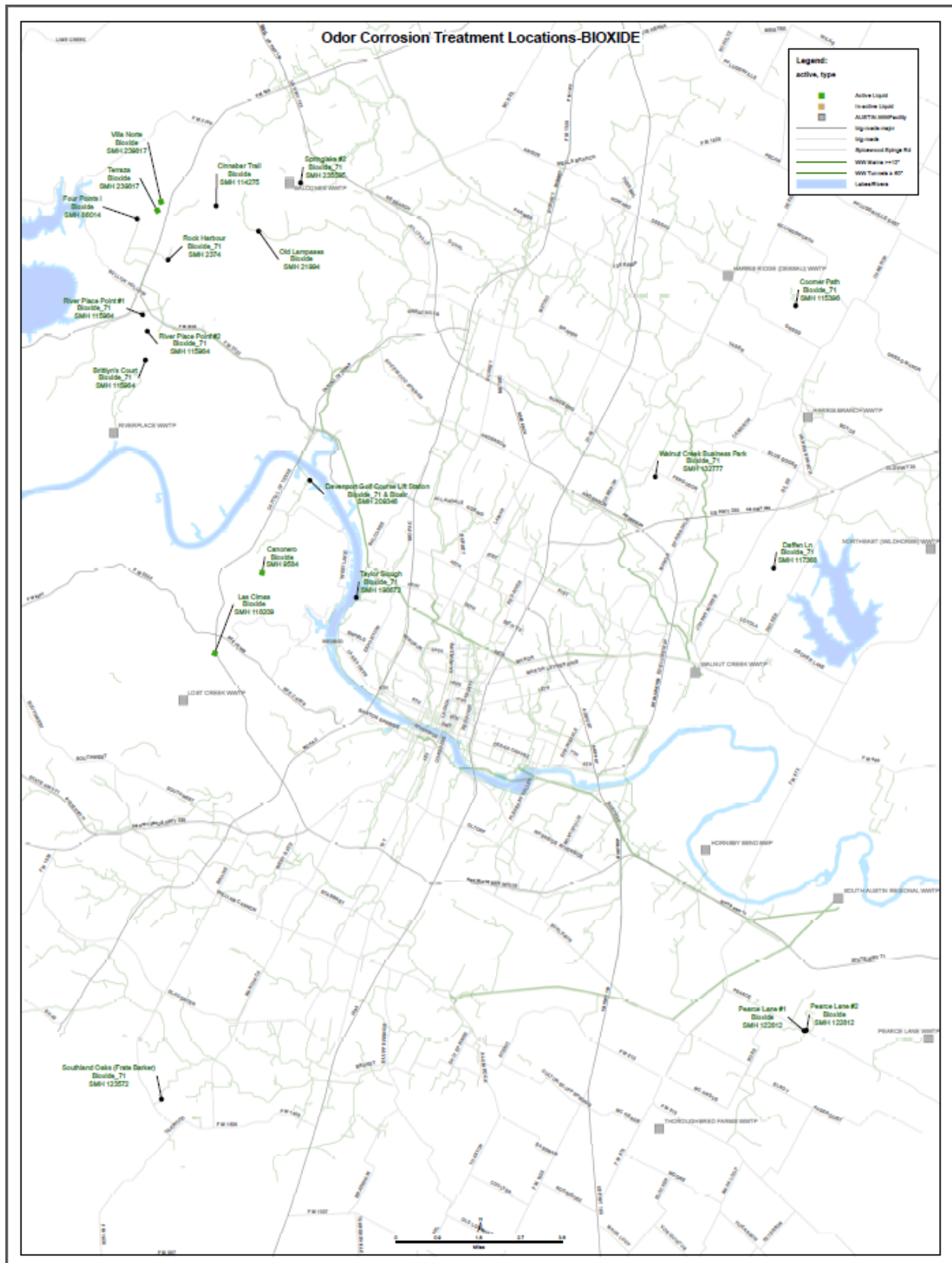
Rock Harbour	LS-099	11303 Rock Harbour Dr Austin TX 78726	60	35	40
Las Cimas	LS-103	807 Las Cimas Pkwy Austin TX 78746	40	5	12
Terraza	LS-164	12000 Terraza Circle Austin TX 78726	10	5	16
Villa Norte	LS-163	9201 Villa Norte Dr Austin TX 78726	10	5	8
Cannonero	LS-116	1729 Canonero Dr Austin TX 78746	25	5	16
TOTAL DAILY FLOW			680	292	459

Note: Minimum flows could be zero when the flows are shut down.

Quantities listed are estimates for bid purposes only;
actual usage may be more or less on an as needed basis.

ATTACHMENT A

LOCATION MAP



Attachment B – Pictures of each chemical feed site

Site #1 – Southland Oaks (LS-088)
2600 Frate Barker Rd, Austin TX 78748



Attachment B – Pictures of each chemical feed site

Site #2 – Walnut Creek Business Park (LS-069)
9013 Wall Street, Austin TX 78754



Attachment B – Pictures of each chemical feed site

Site #3 – Davenport Golf Course LS (LS-144)
4408 Long Champ Dr, Austin TX 78746



Attachment B – Pictures of each chemical feed site

Site #4 – Daffen Ln (LS-130)
7601 Daffen Lane, Austin TX 78724



Attachment B – Pictures of each chemical feed site

Site #5 – Coomer Path (LS-162)
13619 Coomer Path, Pflugerville TX 78660



Attachment B – Pictures of each chemical feed site

Site #6 – Brittlyn's Court (LS-146)

5711 ½ Brittlyns Court, Austin TX 78730



Site #7 – River Place Point #1 (LS-142)

6500 River Place Blvd, Austin TX 78730



Attachment B – Pictures of each chemical feed site

Site #8 – River Place Point #2 (LS-141)
6500 River Place Blvd, Austin TX 78730



Site #9 – Taylor Slough (LS-007)
2530 ½ Scenic Dr, Austin TX 78703



Attachment B – Pictures of each chemical feed site



Attachment B – Pictures of each chemical feed site

Site #10 – Springlake #2 (LS-140)
9000 Spring Lake Dr, Austin TX 78750



Site #11 – Cinnabar Trail (LS-097)
9601 ½ Cinnabar Trl, Austin TX 78726



Attachment B – Pictures of each chemical feed site

Site #12 – Pearce Lane #1 (LS-145)
13321 ½ Pearce Ln, Del Valle TX 78617



Site #13 – Pearce Lane #2 (LS-172)
13321 ½ Pearce Ln, Del Valle TX 78617



Attachment B – Pictures of each chemical feed site

Site #14 – Old Lampasas (LS-063)

9000 Old Lampasas Trl, Austin TX 78750



Site #15 – Four Points I (LS-056)

8156 Tahoe Parke Circle, Austin TX 78726



Attachment B – Pictures of each chemical feed site

Site #16 – Rock Harbour (LS-056)

11303 Rock Harbour Dr, Austin, TX 78726



Site #17 – Las Cimas (LS-103)

807 Las Cimas Pkwy, Austin TX 78746



Attachment B – Pictures of each chemical feed site

Site #18 – Terraza (LS-164)

12000 Terraza Circle, Austin TX 78726



Site #19 – Villa Norte (LS-163)

9201 Villa Norte Drive, Austin TX 78726



Attachment B – Pictures of each chemical feed site

Site #20 – Cannonero (LS-116)
1729 Canonero, Austin TX 78746



AUSTIN WATER UTILITY

*****NOTICE OF CHEMICAL DELIVERY*****

CHEMICAL VENDOR NAME: _____

TRUCKING COMPANY NAME: _____

COMPANY CONTACT PHONE: _____ DATE OF THIS NOTICE: _____

TYPE OF CHEMICAL TO BE DELIVERED: _____

DELIVERY INFORMATION:

DESTINATION: _____ TIME DELIVERY LEFT COMPANY: _____

ESTIMATED ARRIVAL TIME: _____

TRUCK DESCRIPTION:

MAKE: _____ MODEL: _____ COLOR: _____

TRUCK (front) LICENSE PLATE #: _____ TANK SECURITY SEAL #: _____

TRUCK / TANKER #: _____ / _____

DRIVER & COMMERCIAL DRIVER'S LICENSE (CDL) INFORMATION:

_____ DRIVER NAME	_____ <small>(not necessary at this time)</small> DRIVER CDL NUMBER & EXPIRATION DATE
----------------------	---

_____ DRIVER CONTACT PHONE	CDL ENDORSEMENT ON LICENSE? YES NO <div style="text-align: right;"><small>Circle One</small></div>
-------------------------------	---

CDL ENDORSEMENT CODE: **H or X or N**
Circle One

(This section for AWU use only)

Actual arrival time: _____	Is CDL endorsement code appropriate for this vehicle*? YES NO	<small>Circle One</small>
----------------------------	---	---------------------------

I have verified the information submitted on this form with actual conditions at delivery:

AWU Staff Signature: _____	Printed Name: _____
----------------------------	---------------------

*Endorsement letters: *N = Required for tanker vehicle*


H = Required for transporting hazardous materials that require display of placards on truck/trailer

X = Combines N and H; Required for operating tanker vehicles carrying hazardous materials

This form should be retained and submitted with the related payment materials to AWU Accounts Payable.

NOTE: THIS FORM SHALL BE FAXED TO DELIVERY LOCATION SITE SUPERVISOR WHEN DRIVER HAS BEEN DISPATCHED FOR DELIVERY TO AUSTIN WATER UTILITY DELIVERY SITE. PLEASE CALL (512) 972-0310 WITH ANY QUESTIONS OR CONCERNS REGARDING THIS FORM.

Attachment D – Certificate of Analysis

<i>COPY</i>					
 SOLVAY		SOLVAY CHEMICALS, Inc.		<div style="border: 1px solid black; padding: 5px;"> CERTIFICATE OF ANALYSIS SOLVAY CHEMICALS, Inc. </div>	
Customer		Certificate recipient			
		CITY OF AUSTIN AUSTIN WATER UTILITY 2600 WEBBERVILLE RD AUSTIN, TX 78702			
Transport Delivery note Shipping date Packaging		Batch number Order Customer ref. Transport ID			
<div style="border: 1px solid black; display: inline-block; padding: 5px 20px;"> CALCIUM NITRATE SOLUTION </div>					
Batch number	/ Quantity			Specification	
Characteristics	Units	Value			
Assay	%			50.0 - 51.0	Need to determine test and correct %
Apparent pH				1.0 - 3.0	
Appearance	-				
<div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">NSF - 60</div> Maximum Use Level:					
Supplier : SOLVAY CHEMICALS, Inc. 3737 Buffalo Speedway, Suite 800 77098-3701 Houston, TX Tel: 713 525-6500 - Fax: 713 525-7806			Approved by Dr. Jean-Marie Collard Analytical Services Laboratory Manager Solvay Chemicals, Inc. 11301 Independence Parkway South La Porte, TX 77571 Phone: 281 307-3857		
Issued at			Page 1 / 1		

Attachment E - Bill of Lading

COMPANY

Bill of Lading No. **10119490**

Ship Date: **02/16/2016**

Page 1 of 1

Address
Austin, TX
512-xxx-xxxx

Item 1000 Ship-to DAVENPORT LS

CITY OF AUSTIN
AUSTIN WATER UTILITY
2600 WEBBERVILLE RD
AUSTIN TX 78702

ACCOUNT	DATE PLACED	SHIPPED VIA	CUSTOMER ORDER	YOUR P.O. NUMBER
1058176	02/16/2016		10119490	DO 15110302451

Part# / DESCRIPTION	DATE PROMISED	QUANTITY ORDERED	U/M
*CRF 29 PART 1910.119 NOT REGULATED (RQ IS NOT APPLICABLE) W3T174554 Bioxide® Plus 71 Country of origin: US	02/16/2016	Item 1000 2,000	GAL

Received subject to the classification and lawfully tariffs in effect on the date of issue of this Bill of Lading

FOR CHEMICAL EMERGENCY

Spill, Leak, Fire, Exposure or Accident

Call CHEMTREC - DAY OR NIGHT

800-424-9300

Drop	Beginning Level	Ending Level	Totals
Total			

This is to certify that the above named articles are properly described and that the cargo tank supplied for this shipment is a proper container for the transportation of this commodity in accordance with the regulations of the Department of Transportation Federal Highway Administration.

CARRIER AGENT: _____

DRIVER: _____

RECEIVED BY: _____

EXPORT - These commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to US law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear chemical/biological or missile weapons activities.

DOMESTIC - These commodities are sold for domestic consumption. Any export of these commodities must be made in accordance with applicable US laws.

STRAIGHT BILL OF LADING -- SHORT FORM

ORIGINAL -- NOT NEGOTIABLE

ATTACHMENT F



CITY OF AUSTIN/INCUMBENT CONTRACTOR TRANSITION PLAN

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1. PURPOSE

This plan formally documents the process for the transition of the powers, duties, activities, and function for the services under from _____ (contract number) to a new Contractor awarded to perform these services. The City of Austin contract is for Calcium Nitrate Solutions and Equipment for Austin Water. This contract is currently with **Incumbent Contractor** and the transition to the new Contractor shall be completed no later than 120 days prior to contract expiration. The period of transition is from _____ to _____.

2. TRANSITION APPROACH

For this transition, **Incumbent Contractor** shall maintain its existing staff on-site throughout the transition period. No additional staffing requirements are anticipated to complete the transition. Immediately prior to the transition, **Incumbent Contractor** shall set up its transition team in order to facilitate the activities necessary for successful transition. The new Contractor will have its staff on site the first day of the transition period and will establish a similar team to work with **Incumbent Contractor** to coordinate the contract transition. The City of Austin will provide adequate workspace for both contractors throughout the duration of the transition. The City of Austin will also designate a Transition Project Manager to work with both Contractors throughout the transition period. The Transition Project Manager will be _____ and can be contacted at _____ (phone) or _____ (email).

3. TRANSITION TEAM ORGANIZATION

The following chart illustrates the transition team members from the City of Austin, **Incumbent Contractor**, and the new Contractor as well as the roles and responsibilities of each team member.

Organization	Title	Name	Roles/Responsibilities
City of Austin	Transition Project Manager		Coordinate activities between contractors throughout transition; provide workspace for all transition staff; facilitate transition meetings as required
City of Austin	Contract Manager		Responsible for overseeing all contract actions and deliverables; responsible for ensuring accountability on all funding and budget items pertaining to the contract
Incumbent Contractor	Transition Lead		Work with the City of Austin and Future Contractor managers and leads to coordinate and schedule all transition activities; provide weekly reporting on transition progress; ensure all applicable property and tools are included as part of transition
Incumbent Contractor	Transition Manager		Ensure all activities are completed during transition; document all processes, tasks, and activities for transition to Future Contractor; ensure all training documentation is complete; ensure completion of user and technical manuals and processes; ensure all documentation is in accordance with the City of Austin standards; ensure proprietary materials are not part of transition
New Contractor	Transition Lead		Work with the City of Austin and Incumbent Contractor managers and leads; ensure all transition deliverables are received and understood; identify any gaps in transition activities
New Contractor	Transition Manager		Ensure continuity of all activities throughout transition; ensure receipt of adequate documentation of all processes, tasks, and activities; ensure all training documentation received addresses all planned training items; ensure standardization of all transitioned documentation

4. WORKFORCE TRANSITION

For this transition, all workforce members shall remain with their current organization. The **Incumbent Contractor** workforce shall remain on-site to perform their transition activities until such time that the transition is completed and approved by all parties. The new contractor shall ensure its workforce is on site until transition completion. This will allow adequate time to perform all transition activities. The City of Austin will provide any additional temporary workspace needed for the new Contractor employees until transition completion, at which time the workforce will occupy the vacated locations of the outgoing **Incumbent Contractor** workforce.

5. WORK EXECUTION DURING TRANSITION

Throughout the transition phase, work shall continue to be performed by **Incumbent Contractor** in accordance with the current contract. The transition management team shall ensure that the new Contractor's employees work alongside **Incumbent Contractor** counterparts; however, **Incumbent Contractor** shall maintain all responsibility for tasks and deliverables. At the end of the transition period or the award of the new contract with the new Contractor (whichever happens first), and upon transition approval, the new Contractor shall assume full responsibility for all tasks and deliverables.

6. PROPERTY TRANSITION

6.1. City Furnished Property and Controls

As part of this transition, all City furnished property provided to **Incumbent Contractor** under the current City of Austin Services contract shall be turned in to the City upon completion and approval of the transition phase. This includes all facility and access keys, ID badges, tools, equipment, and controls. A listing of City furnished property equipment and tools are listed in Exhibit A (City Furnished Property).

6.2. **Incumbent Contractor Owned Property**

All incumbent owned equipment shall remain with **Incumbent Contractor** upon completion and approval of the transition.

7. KNOWLEDGE TRANSFER

For this transition, knowledge transfer shall occur over the entirety of the 120 day transition period. The knowledge transfer shall take place via various methods. **Incumbent Contractor's** Transition Manager shall coordinate transitions sessions that focus on the specific functionality, activities, and concerns related to the City of Austin Calcium Nitrate services and operation management. These sessions shall be completed no later than 60 calendar days prior to the end of the transition period. Additionally, the new Contractor's staff will work alongside their **Incumbent Contractor** counterparts throughout the 120 day period in order to gain familiarity with the equipment, software, tools, processes, and organizational assets. The Transition Managers from **Incumbent Contractor**, the new Contractor, and the City of Austin shall meet no later than 30 calendar days prior to transition completion in order to determine if any further training or knowledge transfer is required.

8. SCHEDULE

The **Incumbent Contractor's** Transition Manager shall develop a schedule and associated tasks for transitioning all services under their contract to the new Contractor. The schedule

with outlined tasks and any changes to this schedule will require review and approval from the City of Austin Transition Project Manager.

9. HANDOVER AND ACCEPTANCE

The City of Austin will make the determination of when transition is completed and will provide formal acceptance indicating such. To do this, the City of Austin's Transition Project Manager will utilize the established transition checklist in Exhibit B in order to determine that all activities associated with the transition have been completed. The City of Austin's Transition Project Manager will also meet with or contact the Transition Managers from **Incumbent Contractor** and the new Contractor to ensure that all concerns and issues have been met and addressed appropriately. Once the City of Austin's Transition Project Manager has formally accepted the transition as complete, the checklist and supporting documentation will be signed and accepted by the City of Austin's Transition Project Manager and will be sent to the City of Austin's Purchasing Office to upload to the current contract file. It is only after all of these approvals and signatures are in place that the transition will be considered complete.

EXHIBIT A



City Furnished Property List

EXHIBIT B



City of Austin/**Incumbent Contractor** Transition Checklist

CHECKLIST		COMMENTS/NOTES
<input type="checkbox"/>	All furnished tools and equipment listed on Exhibit A returned.	
<input type="checkbox"/>	Facility and access keys and ID badges turned in.	
<input type="checkbox"/>	Incumbent Contractor conducted transition sessions that focused on the specific functionality, activities, and concerns with the new Contractor.	
<input type="checkbox"/>	The Transition Managers from Incumbent Contractor , the new Contractor, and the City of Austin met at least 30 calendar days prior to transition completion to determine if any further training or knowledge transfer is required.	
<input type="checkbox"/>	City of Austin's Transition Project Manager has formally accepted the transition as complete by signing this checklist below.	
<input type="checkbox"/>	City of Austin's Transition Project Manager sent the City of Austin's Purchasing Office this document to upload to the current contract file.	

TRANSITION COMPLETE & APPROVED BY:

City of Austin Transition Project Manager Signature

City of Austin Transition Project Manager Printed Name & Title

Date

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Evoqua Water Technologies LLC	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No <input checked="" type="checkbox"/>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Evoqua Water Technologies LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name See Attached Reference List
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

1. Manatee County, Florida

5101 65th Street

Bradenton, FL 34210

Contact: Nickolas A. Wagner

E-Mail: nick.wagner@mymanatee.org

Telephone: (941) 792-8811 X 5377

Fax: 941-795-3432

Time Frame: 31 years

Description: Full service odor control including Bioxide Plus 71

Population served: 100,000

2. City of Chattanooga, Tennessee

455 Moccasin Bend Road

Chattanooga, TN 37405

Contact: Jimmy Spence

E-Mail: jspence@chattanooga.gov

Telephone: (423) 421-4491

Time Frame: 18 years

Description: Full service odor control including Bioxide Plus 71

Population served: >400,000

3. Collier County, Florida

10500 Goodlette Road

Naples, FL 34109

Contact: Juan (Johnny) Arteaga

E-Mail: juanarteaga@colliergov.net

Telephone: (239) 289-2225

Time Frame: 15 years

Description: Full service odor control including Bioxide Plus 71

Population served: >60,000

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

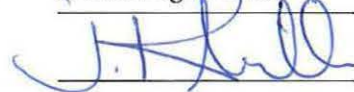
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 31 day of July, 2018

CONTRACTOR
Authorized
Signature

Title

Evoqua Water
Technologies LLC



V.P. & G.M.

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Barry Dobbs	Evoqua	Prime	\$24.00	Field Service Tech
Jeff Mitchell	Evoqua	Prime	\$24.00	Field Service Tech

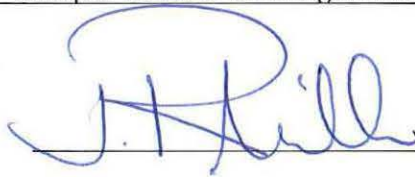
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Evoqua Water Technologies LLC

Signature of Officer
or Authorized
Representative:



Date: 7/31/18

Printed Name:

Jennifer R. Miller

Title

V.P. & G.M.

Section 0835: Non-Resident Bidder Provisions

Company Name Evoqua Water Technologies LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Florida

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 GLB1006

SOLICITATION TITLE: Calcium Nitrate Soutlion and Equipment

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Evoqua Water Technologies LLC		
City Vendor ID Code			
Physical Address	2650 Tallevast Road		
City, State Zip	Sarasota, FL 34243		
Phone Number	941-359-7930	Email Address	municipalservices@evoqua.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Jennifer R. Miller, V.P. & G.M.

7/31/18

Name and Title of Authorized Representative (Print or Type)

Signature/Date

**SECTION 0600 - BID SHEET
CITY OF AUSTIN
CALCIUM NITRATE SOLUTION, FEED SYSTEM INSTALLATION
AND MAINTENANCE SERVICES**

SOLICITATION NO.: IFB 2200 GLB1006

AWU-213

Special Instructions: Offerors must use this Bid Sheet to submit pricing. The City reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the quote sheet or only specific items on the quote sheet in consideration of this solicitation.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the quote and may result in disqualification of the quote. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

SECTION 1 -- SPECIFIED ITEMS (MOST FREQUENTLY ORDERED ITEMS)

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

ITEM #	ITEM DESCRIPTION	EST. ANNUAL QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Calcium Nitrate solution MFG. Name <u>Evoqua</u> Water Technologies LLC Payment will be made for price per gallon of chemical delivered for all sites and locations. This pay item includes, but is not limited to, transportation, permits, delivery of chemical, equipment for pumping of chemical, maintenance services, minor adjustments to chemical feed rates, any repairs or replacement of equipment necessary to feed chemical, and remote tank level monitoring per Scope of Work Section 0500 Paragraph 3.0 and 4.0	160,000	Gallons	\$2.62	\$419,200.00
2	Remote Hydrogen Sulfide (H2S) Monitoring Outlined in Scope of Work Section 0500 Paragraph 5.0 per site for a time duration of one year. Location and number sites monitored may change each time period depending upon customer and business needs.	10	Sites	\$3,600.00	\$36,000.00
3	Remote Monitoring and Control Outlined in Scope of Work Section 0500 Paragraph 6.0 per site for a time duration of one year. Location and number sites monitored may change each time period depending upon customer and business needs.	2	Sites	\$2,400.00	\$4,800.00
4	Monitoring and Optimization Services and Report Outlined in Scope of Work Section 0500 Paragraph 8.0 per each selected site with corresponding report. Location and number sites monitored may change each time period depending upon customer and business needs.	40	Each	\$720.00	\$28,800.00
TOTAL					\$488,800.00

Section 2 - Non-Specified items (FOR INFORMATIONAL PURPOSE - PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide cost associated with additional/deletion of Chemical Feed Sites. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional services.

Please list any additional products or catalog items your Company offers and the associated discount off retail price cost for the listed products or catalog items. A quote of zero ('0') will be interpreted by the City that the additional products or catalog items will be sold at the Manufacturer's Suggested Retail Price. A 'no quote' or blank entry will be interpreted by the City that your Company does not wish to provide additional products or catalog items. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional products or catalog items.

Please provide any other services you will provide the City and the prices you would charge. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase. Please list any additional services your Company offers and the associated discount off retail price cost for the listed services. A bid of zero ('0') will be interpreted by the City that all services will be provided at retail price. A 'no bid' or blank entry will be interpreted by the City that your Company does not wish to provide additional services. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional services.

SECTION 0600 - BID SHEET
CITY OF AUSTIN
CALCIUM NITRATE SOLUTION, FEED SYSTEM INSTALLATION
AND MAINTENANCE SERVICES

ITEM #	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	UNIT PRICE	UNIT OF MEASURE
5	Addition of Chemical Feed Site Lump sum payment for adding a new chemical feed site as requested by the City. This pay item includes, but is not limited to performing background testing, minor site preparation, chemical feed pumps, piping, control panel, start-up and testing, and other required accessories to insure the successful installation of the chemical feed system at the site. Any site added would be located within the City of Austin wastewater collection system.	\$10,285.00	Site
6	Deletion of Chemical Feed Site Lump sum payment for deleting an existing chemical feed site as requested by the City. This pay item includes, but is not limited to, removing existing chemical feed pumps, piping, control panel, and accessories and minor site restoration. Only sites currently feeding chemical would be eligible for this bid item.	\$2,500.00	Site
7	Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price.	0	Discount from MSRP
8	Other Services provided:	0	Discount from MSRP

* Unless otherwise specified, Price may be quoted as a firm-fixed price or as a percentage discount from bidders regular fees.

Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - required
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	Subcontracting/Sub-Consulting Utilization Form (Section 0900) - required
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

Company Name: Evoqua Water Technologies LLC

Bioxide® Product Specifications

	SPECIFICATIONS
Description	Aqueous solution of stable, inorganic salts for biological enhancement, calcium ammonium nitrate double salt
H ₂ S Dosage Requirement	0.7 gallon/lb. dissolved H ₂ S
Weight/Gallon	12.1 - 12.2 lbs./gallon
Pounds of Nitrate Oxygen	3.5 pounds of nitrate-oxygen (NO ₃ -O) per gallon
pH	5 – 8
Crystallization Point	<-20° F
Color	Clear to slightly turbid tan
CERCLA Listing	Contains no CERCLA listed hazardous substances. BIOXIDE® is exempt from Federal DOT placard requirements.
Equipment Requirements	Compatible with storage tanks, piping and pumping equipment made of polyethylene, PVC, FRP or stainless steel.

BIOXIDE®THE NATURAL SOLUTION

BIOXIDE® is a biochemical process solution which controls odors and corrosion caused by hydrogen sulfide and other compounds in wastewater systems. It is safe to handle, and effective dosage will prevent atmospheric hydrogen sulfide from reaching toxic levels. Proper dosage of BIOXIDE treatment solution to a sludge or a wastewater stream, as determined by Evoqua Water Technologies LLC, provides for a population of beneficial bacteria which oxidize dissolved hydrogen sulfide and other reduced sulfur compounds as part of their metabolism.

By treating the hydrogen sulfide in the

wastewater stream, the process prevents release of hydrogen sulfide into the air, reducing odors and corrosion.

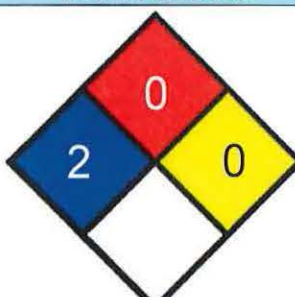

The BIOXIDE process has proven effective in many types of wastewater facilities, in widely varying flows, and in any kind of weather. Treatment is typically dosed into a collection system upstream from the problem facility. From a few selected points, the benefits will spread throughout the collection system. The process has been documented to reduce dissolved hydrogen sulfide from over 50 ppm to < 0.1 ppm in numerous wastewater collection force mains, wet wells and gravity interceptors. Similar results have been achieved with BIOXIDE treatment in sludge lagoons and storage tanks. Due to the

biochemical nature of this process, complete sulfide removal is extremely cost effective in applications where extended detention times produce septic conditions. Regional distribution and service locations are in Temecula, CA; Wilmington, DE; Sarasota, FL; Canton, GA; Granite City, IL and Cedar Park, TX.

BIOXIDE® as used throughout this document is a registered name owned by Evoqua Water Technologies LLC. When used in an AE process U.S. Patents #7,087,172 and 7,186,341 may apply.

SAFETY DATA SHEET

SECTION 1: PRODUCT AND COMPANY INFORMATION			
PRODUCT TYPE:	Odor Control Solution		
PRODUCT NAME:	Bioxide®		
COMPANY ID:	Evoqua Water Technologies LLC 181 Thorne Hill Drive, Warrendale, PA 15086		
TELEPHONE NUMBER:	INFORMATION:	CORPORATE	866.926.8420
	MEDICAL EMERGENCY:	CHEMTREC	800.424.9300
	TRANSPORTATION EMERGENCY:	CHEMTREC	800.424.9300
DATE PREPARED:	22 May 2018	REVISION:	3

SECTION 2: HAZARD(S) IDENTIFICATION			
HMIS RATINGS		NFPA RATINGS	GUIDE
HEALTH	2		4 – EXTREME/SEVERE 3 – HIGH/SERIOUS 2 – MODERATE 1 – SLIGHT 0 – MINIMUM W – WATER REACTIVE OX – OXIDIZER
FLAMMABILITY	0		
PHYSICAL HAZARD	0		
PERSONAL PROTECTION	D		
PICTOGRAM		SIGNAL WORD	HAZARD STATEMENT
		DANGER	Harmful if swallowed. Causes serious eye damage
Classification: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).			Acute Toxicity – Oral Category 4 Serious eye damage/eye irritation Category 1
PRECAUTIONARY STATEMENT(S)			
PREVENTION	P264: Wash.....thoroughly after handling. P270: Do not eat, drink or smoke when using this product. P280: Wear protective gloves/protective clothing. P261: Avoid breathing dust/fume/gas/mist/vapors/spray. P271: Use only outdoors or in a well-ventilated area.		
RESPONSE	P301+P312: IF SWALLOWED: Call a POISON CENTER/doctor/....if you feel unwell. P330: Rinse Mouth. P302+P352: IF ON SKIN: Wash with plenty of water. P332+P313: If skin irritation occurs: Get medical advice/attention. P362+P364: Take off contaminated clothing and wash it before reuse.		

SAFETY DATA SHEET

	<p>P305+P351+P338: IF IN EYES: Rinse cautiously with water for 15 - 20 minutes. Remove contact lenses, if present and easy to do. Continue rinsing.</p> <p>P337+P313: If eye irritation persists: Get medical advice/attention.</p> <p>P304+P340: Remove person to fresh air and keep comfortable for breathing.</p> <p>P312: Call a POISON CENTER/doctor/...if you feel unwell.</p>
STORAGE	<p>P402: Store in a dry place.</p> <p>P403+P233: Store in a well-ventilated place. Keep container tightly closed.</p> <p>P404: Store in a closed container.</p> <p>P405: Store locked up.</p>
OTHER HAZARDS	
NONE	

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

PERCENT BY WEIGHT	COMMON NAME (Ingredient / Component)	CAS NO.	IMPURITIES
50-60	Ammonium Calcium Nitrate Double Salt	15245-12-2	none
Balance	Water	7732-18-5	none

SECTION 4: FIRST-AID MEASURES

NECESSARY FIRST AID INSTRUCTIONS

INHALATION FIRST AID	Remove affected person from area to fresh air. Give artificial respiration ONLY if breathing has stopped. Obtain medical attention if individual shows symptoms of exposure.
SKIN CONTACT FIRST AID	Immediately remove clothing from affected area and wash skin with flowing water and soap. Clothing must be washed before reuse. DO NOT instruct person to neutralize affected skin area. Obtain medical attention if irritation occurs.
EYE CONTACT FIRST AID	Immediately irrigate eyes with flowing water 15-20 minutes while holding eyes open. Contacts should be removed before or during flushing. DO NOT instruct person to neutralize. Obtain medical attention if irritation occurs.
INGESTION FIRST AID:	If victim is alert and not convulsing rinse mouth with water and give water to drink. Do not induce vomiting. If spontaneous vomiting occurs, have affected person lean forward with head down to maintain breathing passage. Obtain medical attention.
DESCRIPTION OF MOST IMPORTANT SYMPTOMS	
No Additional Information Available	
RECOMMENDATIONS FOR IMMEDIATE MEDICAL CARE	
Treat Symptomatically.	

SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA	Use an extinguishing media suitable for the surrounding fire.
UNSUITABLE EXTINGUISHING MEDIA	None
SPECIFIC HAZARDS	May support combustion at high temperature.
PERSONAL PROTECTIVE EQUIPMENT	In the event of fire, wear full protective clothing and NIOSH approved self-contained breathing apparatus with full face piece, operated in positive pressure mode.

SAFETY DATA SHEET

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES

PERSONAL PRECAUTIONS	Handle in accordance with good industrial hygiene and safety practices. These practices include avoiding unnecessary exposure and removal of material from eyes, skin, and clothing.
ENVIRONMENTAL PRECAUTIONS	DO NOT DUMP ON THE GROUND OR INTO ANY BODY OF WATER.
CONTAINMENT AND CLEAN-UP	Mop up and containerize for subsequent recycling or disposal. Triple rinse empty containers with water prior to reconditioning.
OTHER INFORMATION	All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.

SECTION 7: HANDLING AND STORAGE

PRECAUTIONS FOR SAFE HANDLING	Wash thoroughly after handling, immediately remove and dispose of any spillage. Immediately rinse contaminated clothing thoroughly with water. Rinse containers with water only.
CONDITIONS FOR SAFE STORAGE	Store in dry place at ambient temperatures apart from combustible and other readily oxidizable materials, food, beverage, and excessive heat. Rinse empty containers with water only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS	Adequate general and mechanical exhaust ventilation.		
RESPIRATORY PROTECTION	None required under normal use conditions. If use conditions generate mists, wear a respirator with acid gas cartridges.		
SKIN PROTECTION	Wear protective gloves and other protective clothing as appropriate to prevent skin contact.		
EYE/FACE PROTECTION	Wear safety glasses with side shields. Wear chemical goggles if splashing is likely.		
EXPOSURE LIMITS/GUIDELINES	No occupational exposure limits have been established for this material.		
	RESULT	OSHA 8 HR mg/m ³	ACGIH TLV 8 HR mg/m ³
PARTICULATES NOT OTHERWISE REGULATED (PNOR)			
PARTICULATES NOT OTHERWISE CLASSIFIED (PNOC)			

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

COLOR	Clear, colorless to slightly turbid tan	MOLECULAR WEIGHT	NA
ODOR	None	ODOR THRESHOLD	None
pH VALUE	5-8	VAPOR PRESSURE	NA
MELTING POINT	NA	VAPOR DENSITY	Liquid
FREEZING POINT	≤ -10 F (-23 C)	RELATIVE DENSITY	1.39 – 1.48 @ 20 C
INITIAL BOILING POINT	218 F – 221 F	SOLUBILITY	Complete
FLASHPOINT	NA	PARTITION COEFFICIENT	NA
EVAPORATION RATE	NA	AUTO IGNITION TEMP.	None
FLAMMABILITY	NA	DECOMP. TEMP.	NA
UEL	NA	VISCOSITY	NA
LEL	NA		

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY	NA
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SAFETY DATA SHEET

CHEMICAL STABILITY	Stable
POSSIBILITY OF HAZARDOUS REACTIONS	This product is incompatible with organic materials, reducing agents, chlorine or hypochlorite products, and caustic products.
CONDITIONS TO AVOID	Avoid evaporation to dryness. If allowed to dry, product residue is incompatible with flammable organic materials, reducing agents, and chlorine or hypochlorite products. This product is incompatible with caustic materials.
HAZARDOUS DECOMPOSITION PRODUCTS	Nitrogen oxides, ammonia

SECTION 11: TOXICOLOGICAL INFORMATION

INHALATION	ACUTE	Spray or mist may irritate respiratory tract.
	CHRONIC	There are no known chronic inhalation effects.
SKIN	ACUTE	May irritate the skin.
	CHRONIC	There are no known chronic dermal effects.
EYE	ACUTE	May irritate the eyes.
INGESTION	ACUTE	Ingestion of large amounts may cause violent gastroenteritis.
	CHRONIC	There are no known chronic ingestion effects.
LD50		>2000 mg/kg, oral (rat)
LC50		Not applicable
Acute Toxicity Estimate		>3900 mg/kg
CARCINOGENICITY/MUTAGENICITY		There are no known carcinogenic or mutagenic properties
REPRODUCTIVE EFFECTS		There are no known reproductive effects
NEUROTOXICITY		There are no known neurotoxic effects
OTHER EFFECTS		No other effects are known
TARGET ORGANS		Target organs include skin and eyes

SECTION 12: ECOLOGICAL INFORMATION

California Title 22 Acute Toxicity Screening Protocol:

Fish bioassay (96 hr.):

Test concentration, ppm	Survival, %
0	100
250	95
750	100

The products of biodegradation are non-toxic. This product does not show any bioaccumulation phenomena.

SECTION 13: DISPOSAL CONSIDERATIONS

SPILL/LEAK PROCEDURES	Only properly protected personnel should remain in the spill area; dike and contain spill; absorb or scrape up excess into suitable container for disposal; wash area with water. Stop or reduce discharge if it can be done safely.
CLEANUP	Mop up and containerize for subsequent recycling or disposal. Triple rinse empty containers with water prior to reconditioning.
REGULATORY REQUIREMENTS	Generators of waste material are required to evaluate all waste for compliance with RCRA and any local disposal procedures and regulations. NOTE: State and local regulations may be more stringent than federal regulations.

SAFETY DATA SHEET

DISPOSAL	Material that cannot be used, or reprocessed for use, and empty containers should be disposed of in accordance with all applicable regulations. Product containers should be thoroughly emptied before disposal.
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SECTION 14: TRANSPORT INFORMATION		
LAND – DOT	UN/NA IDENTIFICATION NUMBER:	Not Applicable to unused finished product
	UN-PROPER SHIPPING NAME:	Not Applicable to unused finished product
	TRANSPORT HAZARD CLASS:	Not Applicable to unused finished product
	PACKING GROUP:	Not Applicable to unused finished product
	MARINE POLLUTANT:	Not Applicable to unused finished product
	HAZARD CLASS:	Not Applicable to unused finished product
WATER – IMO/IMDG	UN/NA IDENTIFICATION NUMBER:	Not Applicable to unused finished product
	UN-PROPER SHIPPING NAME:	Not Applicable to unused finished product
	TRANSPORT HAZARD CLASS:	Not Applicable to unused finished product
	PACKING GROUP:	Not Applicable to unused finished product
	MARINE POLLUTANT:	Not Applicable to unused finished product
AIR – ICAO/IATA <i>For product quantities less than 0.5 Kg</i>	UN/NA IDENTIFICATION NUMBER:	Not Applicable to unused finished product
	UN-PROPER SHIPPING NAME:	Not Applicable to unused finished product
	TRANSPORT HAZARD CLASS:	Not Applicable to unused finished product
	PACKING GROUP:	Not Applicable to unused finished product
	MARINE POLLUTANT:	Not Applicable to unused finished product

SECTION 15: REGULATORY INFORMATION	
OSHA	Hazard Communication Standard: This product is considered a hazardous chemical as defined by 29 CFR 1910.1200.
OSHA	Process Safety Standard: No
CAA	Section 112r: No
CERCLA	Section 103: No RQ: None
SARA	Section 302: No; SARA Section 304: No; SARA Section 313: Yes
SARA HAZARD CATEGORIES 311/312	Immediate (acute) health hazard.
TSCA	The ingredients of this product are on the TSCA Inventory List.
CALIFORNIA PROP. 65	This product contains a chemical (or chemicals) known to the State of California to cause cancer and birth defects or other reproductive harm.

SECTION 16: OTHER INFORMATION	
DISCLAIMER:	The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the user thereof. It is the buyer's responsibility to ensure that its activities comply with federal, state, provincial and local laws.
REVISION INDICATOR:	Revision 2: (This SDS replaces the former MSDS for this product pursuant to OSHA 1910.1200(g) Appendix D. The MSDS for this product should be considered obsolete).



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB GLB1006** Addendum No: **1** Date of Addendum: **07/19/18**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Can you please provide current incumbent, price per gallon, and 2017 actual volume?

(A) The current vendor is EWT Holdings III Corp. dba Evoqua Water Technologies LLC. The price per gallon is \$2.43. The 2017 actual volume is 92,361 gallons.

2. (Q) Can you please supply the current other items beside chemical on the bid sheet?

(A) The price per gallon of \$2.43 included the equipment and service.

II. Clarifications:

Email on the Bid cover sheet is incorrect and has been corrected. The email was Georgia.billela@austintexas.gov and the correct email is Georgia.billela@austintexas.gov

- I. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Evoqua Water Technologies LLC
SUPPLIER

AUTHORIZED SIGNATURE

7/31/18
DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB GLB1006** Addendum No: **2** Date of Addendum: **07/27/18**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

The following questions were posed by one or more contractors in writing and during Pre-Bid. Each question (Q) is followed by its answer (A).

1. (Q) Was Pre-Bid mandatory?

(A) No, it was not mandatory.

2. (Q) Per Section 5.0 of the Scope of Work, "Hydrogen Sulfide (H₂S) Remote Monitoring"

A. How many downstream manholes will the City select to be monitored at a given time?

B. How long will a downstream manhole be monitored for a typical monitoring event?

(A) The City anticipates 10 locations at any given time and will require round clock monitoring throughout the year. The monitoring is typically 12 months however will depend on the situation at the time and could be 10 sites for six months and then another 10 sites for the remaining six months.

3. (Q) Is the incumbent expected to remove the old timer-based systems and replace them with the newly specified dose systems if they are the awarded contractor for this bid?

(A) Yes, current equipment is on a timer-based schedule, but the new contract requires equipment to be updated to remotely monitor tank levels.

4. (Q) On the tank level indicator and remote monitoring (Section 0500 paragraph 4.5) would the tank level indicator information need to be sent to City apart from the other remote monitoring?

(A) Yes, the other remote monitoring (Section 0500 paragraph 6.0) is essentially a control system to be able to monitor and change the dosages from remote site.

5. (Q) That would have to be Web-based as well?

(A) Yes, that is correct. Both the Tank Level Indicator and Remote Monitoring (Section 0500 paragraph 4.5) and Remote Monitoring and Control (Section 0500 paragraph 6.0) shall be web accessible, secure, and password protected.

6. (Q) In Section 0500 paragraph 4.2.1 you are requesting two chemical metering peristaltic type pumps per injection site, currently the system has two bellow pump arrangement, is this for redundancy or having two is for backup?

(A) This is primarily a backup however there will be sites that may require additional pumps in which one pump may not be enough to provide a full flow.

7. (Q) Are the current sites activated by a timer on a dosing timer schedule? Does that mean no activation via dry contacts or anything that pumps go on? Is that what the City is hoping to go with the PLC system?

(A) The current sites are activated by a timer on a dosing timer schedule. The new control system should be able to dose according to the flow, to be activated when pumps are on, and constant flow.

8. (Q) But is it necessary to be activated when the lift station pump comes on?

(A) Yes

II. Clarifications:

The Sign in log from the Pre-bid is attached.

I. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

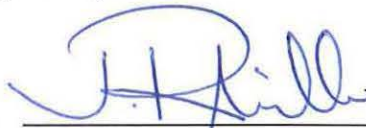
APPROVED BY:



Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Evoqua Water Technologies LLC.
SUPPLIER



AUTHORIZED SIGNATURE

7/31/18
DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB GLB1006** Addendum No: **3** Date of Addendum: **07/31/18**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

In Bid package page 30 of the Scope of Work Section 0500 paragraph 4.2.3 replace with Version 1.2 to change requirement:

From:

The pump shall be capable of being run locally with a scheduler running twenty four (24) set point per day seven (7) distinct days.

To:

At a minimum, the pump shall run locally with a scheduler, be capable to start dosing when the lift station pumps start and stop and be capable of dosing at an average feed rate for 24 hours.

II. **Extension:** The bid due date is hereby extended until Thursday, August 9, 2018 at 2:00 PM.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Evoqua Water Technologies LLC
SUPPLIER

AUTHORIZED SIGNATURE

8/2/18
DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Georgia Billela/4-2939	PM Name/Phone	Thomas Corner/2-2045
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Lydia Torres / 2-0329
Solicitation No	IFB 2200 GLB1006	Project Name	Calcium Nitrate Soulition and Equipment
Contract Amount	\$2,570,000	Ad Date (if applicable)	7/6/2018 if possible

Procurement Type

- | | | |
|--|---|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input checked="" type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") who can provide calcium nitrate solution ("Calcium Nitrate"), feed systems and associated installation and maintenance services including all labor, materials, equipment, and supplies. Calcium Nitrate is used in removing hydrogen sulfide, thereby controlling odor and corrosion within wastewater collection system.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

Previous solicitation was IFB STA1080 with no goals and no subcontractors utilized.

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

88540 - Calcium Nitrate - 70%
 93691 - Water supply and Sewage Treatment Equipment Maintenance - 30%

Georgia Billela 6/29/2018

Buyer Confirmation **Date**

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	6/29/2018	Date Assigned to BDC	6/29/2018
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In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Insufficient availability of M/WBEs | <input checked="" type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 0 MBEs and 2 WBEs available to perform scope.

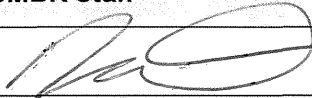
Subcontracting Opportunities Identified

No subcontracting opportunities identified.

Rachelle Deluis


SMBR Staff

Signature/ Date



7/2/18

SMBR Director or Designee



Date

7/3/18

Returned to/ Date:

Project Name **Bioxide Salt**
Contractor Name **Siemens / Evoqua**
Contract Number **GA 130000036**

EWT HOLDINGS III CORP
V00000919724

Upcoming

Initial three year contract - 12/10/12 to 12/09/15	\$	600,000.00	
Extension 1 : 12/10/15 to 12/09/16	\$	250,000.00	
Extension 2 : 12/10/16 to 12/09/17	\$	200,000.00	
Extension 3 : 12/10/17 to 12/09/18	\$	-	\$ 200,000.00
Council Authority (Contract Amount)	\$	1,050,000.00	\$ 1,250,000.00

Year			Number	Original Amount	Total Spent	Remaining
FY 13			2200-13012307492	\$ 106,488.00	\$ 106,488.00	\$ -
FY 14			2200-13123005558	\$ 15,714.00	\$ 15,714.00	\$ -
FY 14			2200-14010205709	\$ 5,292.00	\$ 5,292.00	\$ -
FY 14			2200-14040110823	\$ 95,020.56	\$ 95,020.56	\$ -
FY 15		10/1/2014 - 9/30/2015	2200-14102101784	\$ 113,849.28	\$ 113,849.28	\$ -
FY 16		10/1/2015 - 12/9/2015	2200-15110302451	\$ 22,410.00	\$ 22,410.00	\$ -
FY 16	4-1	12/10/2015 - 9/30/2016	2200-16021007776	\$ 183,075.30	\$ 179,756.50	\$ -
FY 17	4-2	10/1/2016 - 12/9/2016	2200-16101100995	\$ 80,040.00	\$ 16,254.10	\$ -
FY 17	5-1	12/10/2016 - 9/30/2017	2200-17011806003	\$ 28,427.00	\$ 28,427.00	\$ -
FY 17	5-2a	12/10/2016 - 9/30/2017	2200-17021007148	\$ 247,704.00	\$ 242,135.54	\$ 5,568.46
FY 18	5-2b	10/1/2017 - 12/9/2017				
FY 18	6-1	12/10/2017 - 9/30/2018				
FY 19	6-2	10/1/2018 - 12/9/2018				

Total Spent	\$898,020.14	\$825,346.98	\$72,673.16
Remaining in Extension 2 Contract		\$224,653.02	
Net for end of October	-\$47,056.00	\$177,597.02	
Remaining in Extension 3 Contract		\$424,653.02	
Net for end of October		\$377,597.02	

	at 493 gallons /day	325	August 2018
Average consumption rate per year	180018	2.36	\$424,842.48